

NON-DISCLOSURE AGREEMENT

Between “the Parties” UCLL Leuven Limburg E³UDRES² alliance partner, with registered office at Agoralaan 1 Diepenbeek and students taking part in the Blended iLivinglab “Make talents meet talent seekers”.

ARTICLE 1 - PURPOSE AND SCOPE

Evaluating Confidential Information to determine a cooperation between the Parties.

The subject of the exchanged information will be: **Talent Matching app concept and brandname Talent Swipe.**

ARTICLE 2 - DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this non-disclosure agreement (the “Agreement”), “Confidential Information” shall mean any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which are disclosed pursuant to this Agreement, and which is, (i) if in written form, marked “Confidential” or “Proprietary” or similarly legended by the Disclosing Party before being turned over to the Receiving Party, (ii) if disclosed in intangible form such as electronically, orally or by visual inspection, identified as confidential at the time of disclosure and summarized, in writing, by the Disclosing Party and said summary will be given to the Receiving Party within thirty (30) days of the subject oral disclosure, or (iii) obviously confidential in nature.

ARTICLE 3 - RESTRICTIONS ON USE

3.1 GENERAL

(a) Confidential Information shall not be distributed, disclosed, or disseminated in any way or form by Receiving Party to anyone, except to its own employees who have a reasonable need to know the Confidential Information within the frame of this Agreement, and who shall be bound by confidentiality obligations at least as stringent as the one provided for in this Agreement.

(b) Confidential Information shall be treated by the Receiving Party with the same degree of care to avoid disclosure to any third party, as is used with respect to Receiving Party’s own confidential information. The Receiving Party shall be liable for disclosure of Confidential Information of the Disclosing Party only if such care is not used. The burden shall be upon Receiving Party to show that such care was used.

(c) Confidential Information shall be used by the Receiving Party for the Purpose only and shall remain the property of the Disclosing Party. Confidential Information shall be destroyed or returned to the Disclosing Party, along with all copies thereof (i) within thirty (30) days upon receipt by the Receiving Party of a written request from Disclosing Party setting forth the Confidential Information to be destroyed or returned or (ii) upon termination of the Agreement. One record copy may be retained to determine compliance under this Agreement.

(d) The Receiving Party shall have the right to refuse to accept any Confidential Information under this Agreement if it believes the receipt of such information would limit or restrict in any way the use of its own technology or otherwise impair its business interests and nothing herein shall obligate Disclosing Party to disclose to Receiving Party any particular information.

3.2 EXCEPTIONS

The obligations of article 3.1 shall not apply to any information, which the Receiving Party can prove:

(a) Is or becomes part of the public domain, through no breach of this Agreement by Receiving Party;

(b) Was in Receiving Party’s possession prior to receipt from Disclosing Party;

(c) Is received by Receiving Party from a third party free to disclose such information;

(d) Is subsequently independently developed by Receiving Party, without use of Disclosing Party’s Confidential Information;

- (e) Is approved for release by prior written authorization of the Disclosing Party; or
- (f) Is required to be disclosed by operation of law or by final court or administrative order provided that the Receiving Party furnishes prior notice of such requirement to the Disclosing Party and cooperates with the Disclosing Party in contesting disclosure or obtaining confidential treatment of such disclosure.

ARTICLE 4 - NO RIGHTS GRANTED

The Receiving Party shall have no obligation to enter into any further agreement with the Disclosing Party, except as the Receiving Party, in its sole judgement, may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the Receiving Party any rights therein.

ARTICLE 5 - NO WARRANTY

The Disclosing Party warrants and represents that it possesses all necessary powers, rights, and authority to lawfully make the disclosure subject to this Agreement. The Parties agree that no warranties of any kind are made by either Party under this Agreement. Any Information exchanged under this Agreement, is provided "AS IS".

ARTICLE 6 - TERM AND TERMINATION

This Agreement shall be effective as of 15 March 2023. It may be terminated with respect to further disclosures upon thirty (30) days' prior written notice and shall automatically terminate 48 month from its effective date. However, Receiving Party's confidentiality obligations with respect to each item of Confidential Information under this Agreement shall survive termination of the Agreement for a period of four (4) years after termination of this Agreement.

ARTICLE 7 - GOVERNING LAW AND DISPUTE RESOLUTION

All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice of the dispute to the defaulting Party, then the dispute may be submitted to the exclusive jurisdiction of the courts of Leuven/Hasselt, Belgium. This Agreement shall be governed by and construed in accordance with the laws of Belgium.

ARTICLE 8 - MISCELLANEOUS

This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written addendum, duly established in the name of and signed by both Parties. This Agreement may not be assigned by either Party, without the prior written consent of the other Party.

Made up in Belgium (Leuven) as a digital document, of which each Party declares to have received one copy. The parties have caused this Agreement to be executed by their duly authorized representatives.

For UC Leuven-Limburg

For company

Name: José Tummers

Name:

Title: Head of Centre of expertise "Smart Organizations" at UC Leuven-Limburg R&E

Title:

Date: March 15, 2023

Date:

José
Tummers
(Signature)

Digitaal ondertekend door
José Tummers (Signature)
DN: c=BE, cn=José Tummers
(Signature), sn=Tummers,
givenName=José Bert,
serialNumber=76022635191
Datum: 2023.03.20 10:14:48
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